

IN THE DISTRICT COURT IN AND FOR OKLAHOMA COUNTY
STATE OF OKLAHOMA

ALLIED INC., REALTORS, an Oklahoma
corporation,

Plaintiff,

v.

CONTINENTAL CASUALTY COMPANY,
a foreign insurance company,

Defendant.

CJ 2017-7259
Case No.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC 22 2017

RICK WARREN
COURT CLERK

PETITION

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COMES NOW the Plaintiff, Allied Inc, Realtors ("Allied"), by and through its counsel of record, Andrew C. Jayne, of the law firm BAUM GLASS & JAYNE, PLLC, and for its Petition against Defendant Continental Casualty Company ("Continental"), hereby alleges and states as follows:

1. Allied is an Oklahoma corporation with its principal place of business located within the confines of Oklahoma County, State of Oklahoma.
2. Continental is a foreign insurance company with its principal place of business and state of incorporation in a state other than Oklahoma.
3. The events given rise to this cause of action took place in Oklahoma and Canadian Counties, State of Oklahoma.
4. Continental has sufficient contacts with the State of Oklahoma both through the matters at issue in this case and others to give this Court both specific and general jurisdiction over Continental.

EXHIBIT A

5. This Court has jurisdiction over the parties, and is a proper venue for the maintenance of this action.

6. At all relevant times, Allied maintained a policy of insurance with Continental which included liability coverage.

7. On or about September 29, 2017, Allied was added as a Defendant in a case styled *Ross Weaver and Alexandra Stankus v. S and D Homes, Inc., et al.*, Case No. CJ-2014-637, pending in Canadian County, State of Oklahoma (the "Lawsuit").

8. Allied gave Continental proper and timely notice of the claim made against it by ~~Ross Weaver and Alexandra Stankus.~~

9. The liability claim asserted by the Plaintiffs in the Lawsuit is a covered claim under Allied's policy of insurance with Continental.

10. However, Continental has denied Allied's claim for defense and indemnity in the Lawsuit on multiple occasions.

11. Continental's refusal to defend and indemnify Allied in the Lawsuit is a breach of the contract of insurance.

12. Further, Continental's failure to defend and indemnify Allied in the Lawsuit is a breach of its duty of good faith and fair dealing.

13. As a result of Continental's refusal to defend Allied in the above referenced action, Allied has been forced to hire its own attorney and incur attorneys' fees and expenses in defending itself in the Lawsuit.

14. Further, Allied has suffered all damages available to it under Oklahoma Law for the breach of contract and breach in the duty of good faith and fair dealing committed by Continental.

15. Allied also seeks a declaration from this court pursuant to 12 O.S. § 1651, *et seq.*, finding that Continental has both a duty to defend and indemnify Allied in the Lawsuit.

16. Finally, Continental's conduct has been sufficiently willful and wanton to justify an award of punitive damages against it, to deter it and other similarly situated defendants, from so acting in the future.

17. At this time, attorneys' fees and costs incurred by Allied are well under \$75,000.00.

WHEREFORE, premises considered, Allied seeks damages in an amount less than ~~\$75,000.00, exclusive of attorneys' fees and costs, against Defendant Continental; further,~~ Allied seeks a declaration from this Court pursuant to 12 OS § 1651, *et seq.*, that Continental has a duty to defend and indemnify Allied in the Lawsuit; along with its attorneys' fees and costs incurred in this action, and any other and further relief that the Court and jury deems just and equitable.

**JURY TRIAL DEMANDED AS TO CLAIMS
FOR BREACH OF CONTRACT AND BREACH
OF THE DUTY OF GOOD FAITH AND FAIR
DEALING ONLY**

Respectfully submitted,



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